



Town of Brighton
7688 S. Big Cottonwood Canyon Road
Brighton, Utah 84121

Request for Proposals Short Term Rental Compliance Software

Proposal Due Date and Time:
Friday September 25, 2020, at 10:00 a.m. (Mountain
Time) by email to karajohn@brighton.utah.gov

The Town of Brighton (“Town”) reserves the right to reject any or all proposals received for any reason. Furthermore, the Town shall have the right to waive any informality or technicality in proposals received when in the best interest of the Town.

1. Introduction/Background.

The Town of Brighton incorporated on December 30, 2019. Previously, the area was in unincorporated Salt Lake County. The Town has two ski resorts within its boundaries. The Town adopted similar Short Term Rental regulations as Salt Lake County. Currently, the Town requires a business license for Short Term Rentals and in all areas outside of Solitude Village a Conditional Use Permit.

2. Services Requested.

The Town is looking for software services to help evaluate compliance by Owners of the Short Term Rentals within the Town and aid in educating Owners. In addition, we are seeking a nuisance complaint hotline and tracking as part of the services. We would like a quote for the entire Town and for the Town with the Solitude Village removed. The software must be able to track either the total number of nights rented annually or the number of contracts entered into annually. Additionally, the software must be able to confirm that rentals are made for a minimum number of days. We also would like information on drafting defensible and effective short term rental ordinances.

3. Proposal Requirements.

The RFP shall be submitted electronically to **Town Clerk Kara John** <karajohn@brighton.utah.gov> **no later than 10:00 a.m., Friday, September 25, 2020.** Any response, modification, or amendment received after the due date and time is late. No late response, modification, or amendment will be accepted. RFPs must include the following elements:

3. 1. Organization, Credentials and Experience

- a. Provide a summary of the company's qualifications, credentials and related past experience.
- b. Describe the size of your company; indicate the principal, company official, project manager, as well as other personnel who will be assigned to the project.
- c. Provide a list of three (3) of the company's similar clients (preferably in Utah) including the names, titles, addresses, and telephone numbers of the appropriate persons which the City can contact.
- d. Give options for term of service and how often compliance reports will be generated.

3. 2. Understanding of the Scope of Work/Project

- a. Provide a narrative of the company's understanding of the Scope of Work and proposal to complete the project. Demonstrate an in depth understanding of short term rental code and regulation in the State of Utah.

3.3. Fees

Provide a rate proposal for the project based on the scope of work. The cost proposal shall be identified for each task. Give a quote for services for (i) the entire town and (ii) the town excluding the Solitude Village.

3.4. Timeline

Indicate the total time required to implement the tasks and prepare for ongoing administration.

4. **Selection.** Discussions may be conducted with Proposers determined by Town of Brighton to be reasonably susceptible of being selected for the award. In addition, one or more Proposers may be invited to interview, provided, however, that Proposals may be accepted without discussion or interview.

5. **General Information.** Town of Brighton reserves the right to reject any and all Proposals. The Town reserves the right to amend, modify or waive any requirement set forth in this Request. Response to this Request is at the Proposer's sole risk and expense. All Proposers must comply with applicable federal, state, and local laws and regulations. Except for written responses provided by the contact person described below ("Contact Person"), Town of Brighton has not authorized anyone to make any representations regarding the subject matter of this Request.

All requests for clarification or additional information regarding this Request must be submitted in writing to the Contact Person no later than **Wednesday, September 23, 2020**. The Contact Person will endeavor to respond to such request for clarification or additional information; and if the Contact Person deems, in his sole and absolute discretion, that such response is of general applicability, his response, if any, will be a formal Addendum (which constitutes a written response).

Town of Brighton anticipates selecting one of the responding Proposers, but there is no guarantee that any responding Proposer will be selected. Responses will be placed in the public domain and become public records subject to examination and review by any interested parties in accordance with the Government Records Access and Management Act (Utah Code

Ann. § 63G-2-101, et seq.). All materials submitted in response to this Request will become the property of Town of Brighton and will be managed in accordance with the Government Record Access and Management Act.

6. **Terms of Contract.** The successful Proposer will be required to enter into a written agreement with Town of Brighton to provide the Services. If the selected Proposer and the Town are unable to negotiate an acceptable agreement, then another Proposer(s) will be selected by the Town of Brighton Council and negotiation will continue with such other Proposer(s) until an acceptable agreement is completed.

7. **Insurance Requirements:**
Contracting party shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the contracting party, his agents, representatives, employees or subcontractors. The cost of such insurance and bonds shall be included in the Contracting party's proposal.

8. **INDEMNIFICATION / LIABILITY**
Contracting party shall indemnify, defend and hold harmless the Town, its officers, agents, employees and volunteers from all damages, costs or expenses in law or equity, including attorney's fee, that may at any time arise or be set up because of damages to property, bodily injury or personal injury received by reason of or in the course of providing the goods and services provided to the Town which may be occasioned by any willful, negligent or wrongful act or omission of the contracting party, any of their employees or any subcontractors.